

MCGUIREWOODS LLP

David C. Powell SBN #129781
dpowell@mcguirewoods.com
Jenny Yi SBN #314541
jyi@mcguirewoods.com
Two Embarcadero Center
Suite 1300
San Francisco, CA 94111-3821
Telephone: 415.844.9944
Facsimile: 415.844.9922

MCGUIREWOODS LLP

K. Issac deVyver, *Pro Hac Vice*
kdevyver@mcguirewoods.com
Nellie Hestin, *Pro Hac Vice*
nhestin@mcguirewoods.com
260 Forbes Avenue
Suite 1800
Pittsburgh, PA 15222
Telephone: 412.667.7909
Facsimile: 412.667.7993

Attorneys for Defendant Wells Fargo Bank, N.A.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ANNIE CHANG, TIGER CHANG
INVESTMENTS, LLC, ASIANS
INVESTING IN REAL ESTATE, LLC,
MELANIE GONZALES, GARY
GONZALES, and G&M YOU-NIQUES
PROPERTY LLC, Individually and On
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

WELLS FARGO BANK, N.A.,

Defendant.

CASE NO. 4:19-cv-01973-HSG

**AMENDED STIPULATED FINAL
JUDGMENT**

1 Plaintiffs Annie Chang, Tiger Chang Investments, LLC, Asians Investing in Real Estate,
 2 LLC, Melanie Gonzales, Gary Gonzales, and G&M You-Niques Property LLC, (together,
 3 “Plaintiffs”) and Defendant Wells Fargo Bank, N.A. (“Wells Fargo”) (collectively, the “Parties”),
 4 by and through their undersigned counsel, hereby agree and stipulate that based on the papers filed
 5 with the Court, presentations made to the Court by the Parties, the Final Approval Order [Dkt. 147],
 6 and the November 14, 2023 Order [Dkt. 149] the following Amended Final Judgment be entered:

7 **STIPULATED FINAL JUDGMENT**

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

9 1. All findings in the Court’s Final Approval Order [Dkt. 147] shall be incorporated in
 10 this Judgment.

11 2. **Definitions.** This Judgment incorporates by reference the definitions in the Settlement
 12 Agreement and Release (“Agreement”), and all capitalized terms used, but not defined herein, shall
 13 have the same meanings as in the Agreement.

14 3. **No Merits Determination.** By entering this Order, the Court does not make any
 15 determination as to the merits of this case.

16 4. **Dismissal with Prejudice.** Final Judgment is hereby entered with respect to the
 17 Released Claims of all Settlement Class Members, and the Released Claims in the Action are hereby
 18 dismissed in their entirety with prejudice and without costs. All claims in the Action are dismissed,
 19 and the case shall be closed pursuant to Paragraph 9 of this Order.

20 5. **Releases.** The releases as set forth in Section 10 of the Agreement together with the
 21 definitions in Sections 1.1-1.44 relating thereto are expressly incorporated herein in all respects and
 22 made effective by operation of this Judgment. The Court hereby approves and enters as Final
 23 Judgment the release provisions as contained and incorporated in Section 10 of the Agreement,
 24 including but not limited to the definitions of Released Claims, Releasors, Releasees and Unknown
 25 Claims. The Releasors shall be deemed to have, and by operation of this Judgment shall have, fully,
 26 finally, and forever released, relinquished, and discharged all Released Claims (including Unknown
 27 Claims) against the Releasees.

28 6. **Permanent Injunction.** The Releasors, including the Class Representatives and all

1 Settlement Class Members, and anyone claiming through or on behalf of any of them, are forever
2 barred and enjoined from filing, commencing, maintaining, prosecuting, intervening in, participating
3 in (as class members or otherwise), or pursuing directly, representatively, or in any other capacity
4 any Released Claim subsumed and covered by the Release in the Agreement in any court or
5 arbitration forum. The Releasers further are forever barred and enjoined from organizing Class
6 Members, or soliciting the participation of Class Members, in a separate class for purposes of
7 pursuing any action (including by seeking to amend a pending complaint or counterclaim to include
8 class allegations, or seeking class certification in a pending action in any jurisdiction) based on or
9 relating to any of the Released Claims against any of the Releasees.

10 7. **Continuing Jurisdiction.** Without affecting the finality of this Judgment in any way,
11 this Court hereby retains continuing jurisdiction over the administration, consummation,
12 enforcement, and interpretation of the Agreement, the Final Judgment, and for any other necessary
13 purpose, including to ensure compliance with the Protective Order entered in this Action.

14 8. **Entry of Final Judgment.** There is no just reason for delay in the entry of this Order
15 and Final Judgment and immediate entry by the Clerk of the Court is hereby directed.

16 9. **Action Closed.** The Clerk of the Court is hereby directed to close the Action.

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 DATED: November 17, 2023

MCGUIREWOODS LLP

2 By: /s/ Jenny Yi
3 David C. Powell
4 Jenny Yi
5 Two Embarcadero Center
6 Suite 1300
7 San Francisco, CA 94111
8 Telephone: (415) 844-9944
9 Facsimile: (415) 844-9922

10 K. Issac deVyver (pro hac vice)
11 Nellie Hestin (pro hac vice)
12 260 Forbes Avenue
13 Suite 1800
14 Pittsburgh, PA 15222
15 Telephone: (412) 667-7909
16 Facsimile: (412) 667-7993

17 Attorneys for Defendant

ROSCA SCARLATO LLC

18 By: /s/ Paul J. Scarlato
19 Paul J. Scarlato (pro hac vice)
20 161 Washington Street, Suite 1025
21 Conshohocken, PA 19428
22 Telephone (216) 946-7070

23 Eve H. Cervantez
24 ALTSHULER BERZON LLP
25 117 Post Street, Suite 300
26 San Francisco, CA 94108
27 Tel: (415) 421-7151
28 Facsimile: (415) 362-8064

Alan L. Rosca (pro hac vice)
ROSCA SCARLATO LLC
2000 Auburn Drive, Suite 200
Beachwood, OH 44122
Telephone: (216) 946-7070

Attorneys for Plaintiffs and the Class

27 **IT IS SO ORDERED.**

28 Date: 11/17/2023

By: 
Honorable Haywood S. Gilliam, Jr.